

LAWRENCE G. WASDEN  
Attorney General

A. RENÉ MARTIN – I.S.B. #3188  
Deputy Attorney General  
State of Idaho  
Department of Finance  
P.O. Box 83720  
Boise, Idaho 83720-0031  
Telephone: (208) 332-8092  
Facsimile: (208) 332-8016  
[rene.martin@finance.idaho.gov](mailto:rene.martin@finance.idaho.gov)

**BEFORE THE DIRECTOR OF THE DEPARTMENT OF FINANCE  
OF THE STATE OF IDAHO**

STATE OF IDAHO, DEPARTMENT OF )  
FINANCE, CONSUMER FINANCE )  
BUREAU, )

Docket No. 2009-8-02

Complainant, )

**CONSENT ORDER**

vs. )

INTERNATIONAL CO-OP LLC, )

Respondent. )

---

Gavin M. Gee, Director of the State of Idaho, Department of Finance (Director) and INTERNATIONAL CO-OP LLC (the Respondent), have agreed to resolve through this Consent Order, without the necessity of a hearing, the above-captioned administrative proceeding, which was brought pursuant to the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.*, and the Idaho Residential Mortgage Practices Act, Idaho Code § 26-3101 *et seq.* The Director deems it appropriate and in the public interest to enter into this Consent Order, and the Respondent voluntarily consents thereto, intending to be legally bound thereby. The State of Idaho,

Department of Finance, Consumer Finance Bureau (Department), and the Respondent hereby stipulate and agree as follows:

### **BACKGROUND**

1. INTERNATIONAL CO-OP LLC (the Respondent) is an Idaho limited liability company formed on or about February 18, 2009. The Respondent's business address is 5202 N. Cortona Way, Meridian, Idaho 83646. Paul C. Aughtry IV is the Respondent's member/manager and representative. The Respondent has never applied for, nor has the Department ever issued to the Respondent, a license under either the Idaho Collection Agency Act or the Idaho Residential Mortgage Practices Act, authorizing the Respondent to engage in activities authorized by those acts, to include engaging in residential mortgage loan modification activities on behalf of a borrower for compensation or gain.

2. In or around September of 2009, the Department received three (3) complaints from Idaho consumers, all alleging that the Respondent had contracted with them to modify their residential mortgage loans, and that all had paid fees to the Respondent ranging from \$1,500 to \$2,000 for residential mortgage loan modification services.

3. After receipt of the consumer complaints referenced in paragraph 2 above, the Department initiated an investigation into the Respondent's residential mortgage loan modification activities.

4. On October 6, 2009, the Director issued an Order to Cease and Desist and Notice of the Director's Intent to Impose Sanctions under the Idaho Collection Agency Act, and Notice of the Opportunity for a Hearing (Cease and Desist Order). The Cease and Desist Order included the Director's finding that the Respondent's unlicensed residential mortgage loan modification activities in Idaho had violated both the Idaho Collection Agency Act and the Idaho

Residential Mortgage Practices Act. The Cease and Desist Order required the Respondent to immediately cease engaging in such activities in Idaho, and included notice by the Director of the intent to impose sanctions for the Respondent's violations of the Idaho Collection Agency Act. The Cease and Desist Order was served on the Respondent on October 7, 2009.

5. On or about October 22, 2009, the Department was contacted by counsel for the Respondent, who requested, and the Department granted, an extension of time for the Respondent to request a hearing to contest the Director's issuance of the Cease and Desist Order. The purpose of such extension was to allow the parties to discuss settlement of this matter.

6. Based on information provided by the Respondent's counsel and pursuant to the Department's investigation of this matter, the following is a list of Idaho consumers who contracted for the Respondent's unlicensed residential mortgage loan modification services over the time period between at least March of 2009 and at least August of 2009, and the amounts of fees paid by such consumers for the Respondent's services:

<b>NAME</b>	<b>FEE AMOUNT PAID</b>	<b>FEE AMOUNT REIMBURSED</b>
D. E.	\$1,200.00	\$0.00
B. H.	\$1,800.00	\$1,800.00
K. K.	\$450.00	\$0.00
K. K.	\$450.00	\$0.00
H. K.	\$2,000.00	\$0.00
K. R.	\$2,000.00	\$2,000.00
T. R.	\$1,000.00	\$0.00
F. and L. S.	\$1,750.00	\$0.00
S. S.	\$700.00	\$0.00
J. S.	\$1,350.00	\$0.00
C. and C. S.	\$2,000.00	\$0.00
J. W.	\$1,500.00	\$0.00
<b>TOTAL:</b>	<b>\$16,200.00</b>	<b>\$3,800.00</b>

**TERMS AND CONDITIONS OF SETTLEMENT**

7. The Respondent represents and warrants that the Idaho consumers referenced in paragraph 6 above are the only Idaho consumers as to whom it engaged in residential mortgage

loan modification services, and who paid to the Respondent any fees for such services. Should the Department later discover that such listing is not complete, it may reopen this matter and seek additional sanctions and relief as appropriate.

8. The Respondent agrees to pay to the Department by no later than December 4, 2009 the sum of \$12,400.00, constituting restitution due to the Idaho consumers referenced in paragraph 6 above.

9. The Respondent also agrees to pay to the Department by no later than December 4, 2009 the sum of \$500, constituting investigative costs and attorney fees incurred in pursuing this matter.

10. The Respondent agrees that he will not participate in any activity in Idaho that falls within the jurisdiction of the Department, to include engaging in residential mortgage loan modification activity, at any time in the future without first applying for and being issued the appropriate license for such activity.

11. Upon the Respondent's execution of this Consent Order and its payment of all amounts set forth in paragraphs 8 and 9 above, the Department shall deem this matter fully resolved, absent a later finding that additional Idaho consumers have paid fees to the Respondent for residential mortgage loan modification services beyond those listed in paragraph 6 above.

12. The Respondent knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Consent Order, and agrees that he fully understands all of the terms and conditions contained herein, and that he has consulted with counsel regarding this Consent Order. By voluntarily entering into this Consent Order, the Respondent waives any right to a hearing or appeal concerning the Cease and Desist Order served on the Respondent by the Director on October 7, 2009.

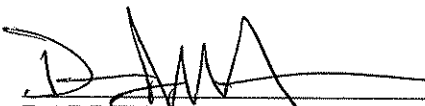
DATED this 9<sup>th</sup> day of Dec., 2009.

INTERNATIONAL CO-OP LLC

By:   
PAUL C. AUGHTRY IV, Member/Manager

APPROVED AS TO FORM AND CONTENT:

DATED this 9<sup>th</sup> day of Dec., 2009.

  
DARREN J. MEACHAM  
Counsel for the Respondent

DATED this 10<sup>th</sup> day of Dec, 2009.

STATE OF IDAHO  
DEPARTMENT OF FINANCE

  
MICHAEL LARSEN, Bureau Chief  
DAVID JENSEN

IT IS SO ORDERED.

DATED this 10<sup>th</sup> day of Dec, 2009.

STATE OF IDAHO  
DEPARTMENT OF FINANCE



  
GAVIN M. GEE, Director

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 10 day of December, 2009,  
I caused a true and correct fully-executed copy of the foregoing CONSENT ORDER to be  
served on the following by the designated means:

Darren J. Meacham  
DARREN J. MEACHAM, P.A.  
~~338 E. Bannock~~ 211 W. Main  
Boise, Idaho 83712

- U.S. mail, postage prepaid
- certified mail
- facsimile \_\_\_\_\_
- overnight delivery

  
\_\_\_\_\_  
Paralegal